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**RENEWED PETITION FOR REVIVAL OF AN APPLICATION FOR PATENT  
ABANDONED UNINTENTIONALLY UNDER 37 CFR 1.137(b)**

First named inventor	:	Peter Muys
App. No.	:	10/618,464
Filed	:	July 11, 2003
Title	:	LENS WITH OPTIMIZED HEAT TRANSFER PROPERTIES
Examiner	:	David N. Spector

Group Art Unit: 2873

**Mail Stop Petition**

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

This renewed petition is in response to the correspondence mailed by the Office of Petitions on March 19, 2007 dismissing the initial petition under the unintentional provisions of 37 CFR 1.137(b) filed by Petitioner on March 21, 2006.

Background

The above-identified application became unintentionally abandoned for failure to file a timely and proper response to the Office Action mailed on July 27, 2004, which set a two month period for response. The abandonment date of this application is January 27, 2005 (i.e., the day after the expiration of the date of the period set for response, plus any extensions of time obtained therefore). Petitioner hereby respectfully submits a renewed petition to reinstate the above-identified patent under 37 C.F.R. 1.137(b). Please note that a response to the July 27, 2004, Office Action was filed with the original petition. Also noted in the initial petition, Petitioner respectfully submits that a Terminal Disclaimer is unnecessary as this application was filed after June 8, 1995.

The Examiner states that Petitioner's original petition failed to provide a statement that the entire delay in filing the required reply from the due date for the reply until the filing of a grantable petition pursuant to 37 CFR 1.137(b) was unintentional. The Examiner further states that the delay in reply that originally resulted in the abandonment and the delay in filing an initial petition pursuant to 37 CFR 1.137(b) to revive the application has not been shown to the satisfaction of the Examiner to be unintentional.

Delay in reply resulting in the original abandonment was unintentional

The Examiner states that the question under 37 CFR 1.137(b) as to whether a delay in reply that originally resulted in the abandonment was unintentional is whether the delay on the part of the party having the right or authority to reply to avoid abandonment was unintentional. As explained in the original petition, on December 28, 2004, the then Assignee's U.S. attorney received instruction from the then Assignee's Belgian attorney, De Clercq, Brants & Partners, instructing the then Assignee's U.S. attorney to allow the application to "lapse by not replying to the outstanding Office Action." A copy of this correspondence is attached herewith as Attachment 1. Because of these instructions no response was filed before January 27, 2005. De Clercq has no record of a communication from Applicant directing De Clercq to issue the instruction to the then Assignee's U.S. attorney. De Clercq did write a letter dated September 27, 2004, to Peter Muys and Eefje Vandamme at VDM Laser Optices requesting payment before the due date of October 27, 2004, before legal work could commence. Ms. Vandamme was the financial executive at VDM. However, Mr. Muys, then CEO of VDM, Laser Optics N.V., was unaware of and did not intend any direction to De Clercq to abandon the application. A declaration, signed by Peter Muys, attesting, *inter alia*, that he was unaware of and did not intend for a communication to be given to then patent counsel instructing abandonment of U.S. Application No. 10/618,464 is attached herewith as Attachment 2.

Citing, *Kim v. Quigg*, the Examiner states that Petitioner, as an asserted successor in title, remains bound by the decisions, actions, or inactions of VDM and its attorneys, including the decisions, actions, or inactions, which resulted in the lack of a timely reply to the outstanding Office Action. There is no mention in *Kim* of the successor in title being bound to the decisions, actions, or inactions of the attorneys of the party of right. *Kim v. Quigg*, 718 F.Supp. 1280, 1284

(E.D.Va. 1989). Petitioner respectfully submits that *Kim* stands for the proposition that “for purposes of reviving an application due to unavoidable delay, the focus must be on the rights of the parties as of the time of abandonment.” *Id.* As such, the fact that De Clercq explicitly instructed the then Assignee’s attorney to abandon the application is immaterial. Furthermore, this Petition is based on unintentional delay and not unavoidable delay. The relevant and material fact is that the then Assignee, as evidenced by the declaration of Peter Muys, did not intend the application to go abandoned.

During the period allotted for reply, VDM Laser Optics N.V. entered bankruptcy proceedings in Belgium. On January 4, 2005, VDM Laser Optics N.V. was declared bankrupt by the court of Gent. The bankruptcy and the appointment of the trustee Fernand De Vliegheer was published in the statute-book of Belgium on January 24, 2005. A copy of the statute-book of Belgium from January 24, 2005 publishing the bankruptcy and an English translation of the publication are attached herewith as Attachments 3 and 4, respectively. All VDM assets, including all patents, were transferred to Fernand De Vliegheer as the bankruptcy trustee. As the trustee appears to have been unaware of any outstanding patent issues concerning the dissolved company, any delay in response attributable to the trustee as party having the right or authority to reply to avoid abandonment, was also unintentional.

Accordingly, any delay in reply resulting in the original abandonment on either the part of VDM Laser Optics or the trustee Fernand De Vliegheer, during their respective terms as party having the right or authority to reply to avoid abandonment, was unintentional. Petitioners respectfully submit that any delay in reply resulting in the original abandonment was unintentional.

Delay in filing an initial petition to revive the application was unintentional

The Examiner also states that the question under 37 CFR 1.137(b) as to whether the delay in filing an initial petition to revive the application was unintentional is whether the delay on the part of the party having the right or authority to file an initial petition to revive the application was unintentional. The Examiner contends that the fact petitioner may have acted with dispatch is immaterial to, and does not overcome, the delay attributable to VDM. As discussed above, VDM Laser Optics was declared bankrupt on January 4, 2005. As of that date, all matters were

transferred to the bankruptcy trustee, Fernand De Vliegheer. Accordingly, VDM Laser Optics was not the party of right at any point after the abandonment date of the application, January 27, 2005, and thus had no opportunity to file an initial petition to revive the abandoned application.

The party of right from the date of abandonment, January 27, 2005, until the transfer of the application to Lambda Research Optics (Lambda) in May 2005, was the trustee Fernand De Vliegheer. As stated earlier, Fernand De Vliegheer appears to have had neither knowledge of any outstanding actions to pending patents nor of the instant abandonment given that no communication related to the issue were discovered. As such, any inaction on his part, as the party of right, was unintentional.

In May 2005, the trustee transferred title to all patents property of VDM Laser Optics at the time of the bankruptcy in their state at the time of bankruptcy to Lambda. A correspondence, dated July 11, 2006, from Fernand De Vliegheer, asserting the earlier transfer is attached as Attachment 5. A copy of a European Assignment, executed by Fernand De Vliegheer on October 20, 2005, assigning the European counterpart of the instant application, is attached as Attachment 6 and serves as further documentation of the transfer of all patents property of VDM Laser Optics at the time of the bankruptcy in their state at the time of bankruptcy to Lambda Research Optics. Lambda is in the process of executing and recording a formal assignment from Fernand De Vliegheer assigning all rights in the instant application to Lambda. Numerous attempts have been made to formally execute an assignment from the bankruptcy trustee to Lambda.

The disinterested and uncooperative nature of the bankruptcy trustee, Fernand De Vliegheer, is demonstrated by the futility of the attempts to execute the assignment. On August 8, 2006, Petitioner's attorney contacted the bankruptcy trustee's attorney regarding executing a formal assignment (Attachment 7). After two weeks with no reply, on August 20, 2006, Petitioner's attorney retransmitted the request as a reminder to take action (Attachment 8). The reminder letter crossed in the mail with a correspondence sent by the bankruptcy trustee's attorney, dated August 21, 2006, forwarding the signed assignment of the European counterpart of the instant application, referred to above as Attachment 6. Aside from delaying the formal execution of an assignment, the transmittal of the European assignment further demonstrates the bankruptcy trustee's lack of knowledge regarding the U.S. patent rights which he held in trust. Recognizing the European assignment did not fulfill the formal requirements to assign the instant

application to Lambda, on December 8, 2006, Petitioner's attorney again contacted the bankruptcy trustee's attorney asking for the execution of a formal assignment, attaching an unsigned copy of the requisite assignment (Attachment 9). After six weeks with no reply, on January 25, 2007, Petitioner's attorney retransmitted the correspondence forwarded on December 8, 2006 (Attachment 10). After six further weeks without a reply from the bankruptcy trustee or the bankruptcy trustee's attorney, on April 6, 2007, Petitioner's attorney mailed a request directly to the bankruptcy trustee for the execution of the formal assignment (Attachment 11). No reply has yet been received from the bankruptcy trustee or his attorney.

As of May 2005, Lambda became the party of right for the above-identified application. The USPTO issued a notice of abandonment which was mailed June 9, 2005. A copy of the notice of abandonment was forwarded to De Clercq on June 27, 2005 by Petitioner's law firm then representing Lambda. Lambda was notified of the abandoned status of the patent on September 29, 2005, and initiated activities to revive the patent. On October 20, 2005 the current Assignee's attorney was contacted by the current Assignee regarding revival. An email documenting a telephone call on October 20, 2005, from Petitioner to the current Assignee's attorney is attached as Attachment 12. From October 20, 2005 to March 21, 2006, the current Assignee's attorney, during the normal course of managing his docket, researched the facts related to, prepared, and filed the initial petition. A declaration by the current Assignee's attorney is attached as Attachment 13.

Petitioner respectfully submits that VDM Laser Optics was not the party of right at any time after the initial abandonment of the instant application and thus any delay in filing an initial petition cannot be attributable to VDM Laser Optics. Petitioner further submits that any delay in filing the initial petition to revive the abandoned application by both Fernand De Vliegheer and Lambda, during their respective terms as party having the right or authority to file an initial petition, was unintentional.

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Please charge any additional fees or credit overpayment to Deposit Account No. 11-1410.

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: 5/21/07

By:  \_\_\_\_\_

John M. Carson  
Registration No. 34,303  
Attorney of Record  
Customer No. 20,995  
(619) 235-8550

3776885  
051707

**Darci Bethune**

---

**From:** Tiffany Miller  
**Sent:** Tuesday, December 28, 2004 9:48 AM  
**To:** John Carson; Darci Bethune  
**Subject:** FW: DECLE60.0041AUS - LAS-003-US

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**From:** Elsje Tanghe [mailto:elsje.tanghe@dcbpatent.com]  
**Sent:** Tuesday, December 28, 2004 1:17 AM  
**To:** 'tmiller@kmb.com'  
**Subject:** DECLE60.0041AUS - LAS-003-US

Dear Ms. Miller,

With regard to the above-mentioned patent application, we kindly would like to request you not to send us any further reminders or make any further costs.  
 No further actions should be taken and the application can lapse by not replying to the outstanding Office Action unless you hear contrary before the date of January 27, 2005.

Yours sincerely,

Elsje  
 for Ir. Johan Brants

Elsje Tanghe  
 Paralegal Assistant

De Clercq, Brants & Partners

<<http://www.dcbpatent.com/>>  
 E. Gevaertdreef 10 a B- 9830 Sint-Martens-Latem Belgium  
 Tel +32 (0)9 280 23 40 Fax +32 (0)9 280 23 45

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DECLARATION

1. The following declaration is to assert firsthand testimony of the lack of intention on the part of the applicant to abandon U.S. Patent Application No. 10/618464, filed July 11, 2003.
2. I, Peter Muys, during the entire period beginning July 27, 2004 and ending January 27, 2005 was CEO of VDM, Laser Optics N.V.
3. During the entire period beginning July 27, 2004 and ending January 27, 2005, I was unaware of and did not intend for the abandonment of U.S. Patent Application No. 10/618464.
4. During the entire period beginning July 27, 2004 and ending January 27, 2005, I was unaware of and did not intend for a communication to be given to then patent counsel instructing abandonment of U.S. Patent Application No. 10/618464.

Penalty of Perjury Statement

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 10001 of Title 18 of the United States Code and that such willful, false statements may jeopardize the validity of the application or document or any patent resulting therefrom.

Dated: May 11<sup>th</sup> 2007

By: \_\_\_\_\_



Peter Muys

HOULAND 3  
9030 GENT  
BELGIUM



09/07/06 10:11 FAX 16192350176

KMOB. SAN DIEGO

NEWPORT

004

07/05/2006 17:18 32--9-3859656

ADVOCATENKANTOOR

PAG. 04/05

Moniteur Belge - Belgisch Staatsblad

pagina 1 van 1

inde	eerste woord	laatste woord	Publicatie : 2005-01-24
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Bij vonnis van de rechtbank van koophandel te Gent, d.d. 14 januari 2005, op bekentenis, eerste kamer, werd het faillissement vastgesteld inzake <VDM> <Laser> <Optice> N.V., onderneming voor vervaardiging van optische instrumenten en fotografische apparatuur; spoor- en ontwikkelingswerk op natuurwetenschappelijk gebied; vervaardiging van computers en andere apparatuur voor de verwerking van informatie; technische studies en ingenieursactiviteiten; met maatschappelijke zetel gevestigd te 9810 Eke, Tulpenstraat 2, en hebbende als ondernemingsnummer 0473.720.878.

Rechter-commissaris : de heer Chris Dauw.

Dan na staking van de betalingen : 13 januari 2005.

Indienen schuldvorderingen : griffie rechtbank van koophandel, Oude Schaaapmarkt 22, 9000 Gent, vóór 11 februari 2005.

Sluiting van het proces-verbaal van nazicht van de ingediende schuldvorderingen : 3 maart 2005, te 9 uur, in de rechtbank, gehoorzaal A, tweede verdieping.

De curatoren : Mr. Fernand De Vliegheer, advocaat, kantoorhoudende te 9000 Gent, Pacificatielaan 33, en Mr. Carine De Vos, advocaat, kantoorhoudende te 9830 Sint-Martens-Latem, Vlieguit 1.

Voor eensluidend uittreksel : de hoofdgriffier, (get.) H. Vanmaldeghem.

begin	eerste woord	laatste woord	Publicatie : 2005-01-24
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#### Attachment 4

End                      First word                      Last word                      Publication: 01-24-2005

The commerce court, located in Gent, has confirmed on January 14, 2005, after confession, first chamber, the bankruptcy of VDM Laser Optics, Inc., company making optical instruments and photography equipment, research and development in the natural science field, manufacturing of computers and other data processing equipment, technical studies and engineer activities, with an office located at 9810 Eke, Tulpenstreet 2, and with business number 0473.720.878.

Judge-commissioner: Mr. Chris Dauw

Date stop payments: January 13, 2005

Submitting application for recovery of debts: record office of the commerce court, Oude Schaapmarkt 22, 9000 Gent before February 11, 2005.

Closure of the official report after examination of the submitted debt recoveries: March 3<sup>rd</sup>, 2005 at 9 AM in the courthouse, room A, second floor.

Trustees: Mr. Fernand De Vliegheer, lawyer, at 9000 Gent, Pacificatielaan 33 and Mr.

Carine De Vos, lawyer, at 9830 Sint-Martens-Latem, Vlieguit 1

For a same tenor summary: head note taker (get.) H. Vanmaldegheem

Start                      first word                      last word                      Publication: 01-24-2005

09/21/06 09:54 FAX 18192350176

KMOB SAN DIEGO

+ NEWPORT

003

21/09/2006 17:28

32-9-3859656

ADVOCATENKANTOOR

PAG. 83/83

18-AUG. 2006 15:16

ADVOCAT DE Vlieghe 09/221853

Nr. 0518 P. 2/2

F.L. DE VLEGHER - M. MICHELIS

Advocaten

Pacificatelaan 33 - 9000 Gent

☎ : 09/221.41.80

Telefax : 09/221.83.53

E-mail : fernand.de.vlieghe@skynet.be

LAMBDA RESEARCH OPTICS  
EUROPE US  
Tulpenstraat 2

9810 EKE-NAZARETH

Ghent, 11 July 2006

Dear Sirs,

RE : VDM LASER OPTICS

We undersigned, Fernand L. DE VLEGHER and Carine DE VOS, trustees of the  
bankruptcy VDM LASER OPTICS,

Declare hereby,

That all patents property of VDM LASER OPTICS at the time of the bankruptcy, and of  
which Mr. Muys confirmed to the trustees that they were valid in Europe and the United  
States in their state at the time of the bankruptcy, have been transferred, according to  
data and information provided by Mr. Muys, to LAMBDA RESEARCH OPTICS  
EUROPE US, without any guarantee on their legal validity taking into consideration the  
declared bankruptcy, and without any guarantee on their duration and coverage in  
Europe and the United States.

Fernand L. DE VLEGHER

Carine DE VOS

11-JUL-2006 09:05

IRD GOEN

P.03/03

28-OCT-2005 10:25

BIRD GOEN 003216482529

P.02

ASSIGNMENT

We (Wij), VDM Laser Optics

with principle place of business at (met maatschappelijke zetel te)

Tulpenstraat 2

B-9810 Elke-Mazareth

Belgium

as represented by (zoals vertegenwoordigd door) P. DE VLEGER, CURATOR

do herewith assign the European patent EP-B1-1 380 870 (filed on 12 July 2002) entitled "Lens with optimized heat transfer properties" (dragen hierbij het Europees octrooi EP-B1-1 380 870 (ingediend op 12 juli 2002) met als titel "Lenstille avec caractéristiques optimisées de transfert de chaleur" over)

with all its rights (met al zijn rechten)

to (aan)

Lambda Research Optics Europe N.V.

with principle place of business at (met maatschappelijke zetel te)

...Tulpenstraat 2

...B-9810 Elke-Mazareth

...Belgium

as represented by (zoals vertegenwoordigd door) Mark YOUN, CEO (Altyd Bevoegd)

who declares to accept the ownership of this patent with all its rights (die verklaart het eigendom van dit octrooi met al zijn rechten te aanvaarden).

For VDM Laser Optics

For Lambda Research Optics Europe N.V.

P. DE VLEGER  
 CURATOR  
 P. DE VLEGER  
 signature ADVOKAAT  
 (handtekening) GEB.

Mark YOUN  
 signature  
 (handtekening)

name (naam): P. DE VLEGER  
 capacity (functie): CURATOR  
 (TRUSTEE)  
 date (datum): 20/10/05

MARK YOUN  
 name (naam):  
 capacity (functie): CEO  
 date (datum): 6/10/05

# **Knobbe Martens Olson & Bear LLP**

*Intellectual Property Law*

550 West C Street  
Suite 1200  
San Diego CA 92101  
Tel 619-235-8550  
Fax 619-235-0176  
www.kmob.com

John M. Carson  
619-687-8632  
jcarson@kmob.com

August 8, 2006

VIA FACSIMILE

Peggy Sinnaeve  
HINDERYCKX SINNAEVE DAMMANS  
B-9000 Gent  
Kortrijksesteenweg 567  
BELGIUM

Re: Your Reference: AH/2.181  
Our Reference: LAMBDA1.001AUS

Dear Ms. Sinnaeve:

We are the U.S. patent attorneys for Lambda Research Optics, Inc..

We have received copy of your July 12 letter (attached) sent to Lambda.

We now have two questions as follows:

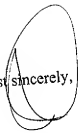
- (1) When can we expect to receive the declaration from the trustee mentioned in your letter?
- (2) Can you send us a document confirming that VDM entered into bankruptcy and this gives the trustee the authority to transfer assets?

This document in conjunction with the aforementioned declaration will be needed to establish the chain of title in the U.S. patent application of interest (U.S. Application no. 10/618,464).

Peggy Sinnaeve  
August 3, 2006  
Page -2-

Please let me know if you have any questions.

Most sincerely,



John M. Carson

cc: Robert Blumenthal, Project Manager

Enclosure

2806377.snd  
080306

# Knobbe Martens Olson & Bear LLP

Intellectual Property Law

350 West C Street  
Suite 1200  
San Diego CA 92101  
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John M. Carson  
619-687-8632  
jcarson@kmob.com

22

August ~~8~~, 2006

VIA FACSIMILE

Peggy Sinnaeve  
HINDERYCKX SINNAEVE DAMMANS  
B-9000 Gent  
Kortrijksesteenweg 567  
BELGIUM

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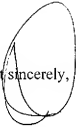
**KMOB**  
**Acknowledged**  
**with thanks**

When can  
we expect to  
receive →

Peggy Sinnaeve  
August 3, 2006  
Page -2-

Please let me know if you have any questions.

Most sincerely,



John M. Carson

cc: Robert Blumenthal, Project Manager

Enclosure

2806377:snd  
080306



\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
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TRANSMISSION OK

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CONNECTION ID  
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PGS. SENT 2  
RESULT OK

## **Knobbe Martens Olson & Bear LLP**

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John M. Carson  
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August 8, 2006

VIA FACSIMILE

Peggy Sinnaeve  
HINDERYCKX SINNAEVE DAMMANS  
B-9000 Gent  
Kortrijksesteenweg 567  
BELGIUM

Re: Your Reference: AH/2.181  
Our Reference: LAMBDA1.001AUS

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**Knobbe Martens Olson & Bear LLP**

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Cort Wetherald  
Patent Scientist  
619-687-8698  
Cort.Wetherald@kmob.com

December 8, 2006

**VIA FACSIMILE & INTERNATIONAL AIRMAIL**

011 32 9 385 96 56

Peggy Sinnaeve  
HINDERYCKX SINNAEVE DAMMANS  
B-9000 Gent  
Kortrijksesteenweg 567  
BELGIUM

Re: U.S. Patent Application  
Title: LENS WITH OPTIMIZED HEAT TRANSFER PROPERTIES  
Application No.: 10/618,464  
Filing Date: July 11, 2003  
Your Reference: AH/2.181  
Our Reference: LAMBDA1.001AUS

Dear Ms. Sinnaeve:

Thank you for your letter of August 21, 2006 enclosing a copy of an assignment document for filing in the U.S. Patent and Trademark Office. Unfortunately, we do not believe that the assignment document is technically adequate in its current form. Mainly, the assignment document is unsigned and does not specifically refer to this abandoned application.

Therefore, enclosed is a revised assignment document for execution. If the document is accurate and correct in its current form, please sign, date, and return the assignment to us for filing in the U.S. Patent and Trademark Office.

Peggy Sinnaeve  
December 8, 2006  
Page -2-

Please let me know if you have any questions.

Most sincerely,

A handwritten signature in black ink, appearing to read "Cort Wetherald". The signature is written in a cursive style with a large, sweeping "C" and "W".

Cort Wetherald

Enclosure

cc: Robert Blumenthal, Project Manager

ASSIGNMENT

WHEREAS, Fernand L. DE VliegheR, and Carine DE VOS, trustees of the bankruptcy of VDM LASER OPTICS, having offices at Pacificatielaan 33, 9000 Gent, Belgium (hereinafter "ASSIGNOR"), represents and warrants that it is the sole owner of the entire right, title, and interest to certain new and useful improvements for which the following United States applications for Letters Patents in the United States has been filed (hereinafter "the Patent Applications"):

<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
10/618464	July 11, 2003	LENS WITH OPTIMIZED HEAT TRANSFER PROPERTIES

WHEREAS, Lambda Research Optics Europe US, a corporation having offices at Tulpenstraat 9810 Nazareth-Eke, Belgium (hereinafter "ASSIGNEE") desires to purchase the entire right, title, and interest in and to the inventions disclosed in the Patent Applications;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said Patent Applications and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patent Applications in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements and all Letters Patents resulting from the Patent Applications to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said Patents before or after issuance;

ASSIGNOR hereby covenants and agrees that it will testify in any legal proceeding involving any of the Patent Applications, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything

possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patent Applications in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Fernand L. DE VliegHER

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Carine DE VOS

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Knobbe Martens Dist. & Bear LLP**

*Intellectual Property Law*

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Cort Wetherald  
Patent Scientist  
619-687-8698  
Cort.Wetherald@kmob.com

January 25, 2007

December 8, 2006

**VIA FACSIMILE & INTERNATIONAL AIRMAIL**

011 32 9 385 96 56

Peggy Sinnaeve  
HINDERYCKX SINNAEVE DAMMANS  
B-9000 Gent  
Kortrijksesteenweg 567  
BELGIUM

**REMINDER**

Re: U.S. Patent Application  
Title: LENS WITH OPTIMIZED HEAT TRANSFER PROPERTIES  
Application No.: 10/618,464  
Filing Date: July 11, 2003  
Your Reference: AH/2.181  
Our Reference: LAMBDA1.001AUS

Dear Ms. Sinnaeve:

Thank you for your letter of August 21, 2006 enclosing a copy of an assignment document for filing in the U.S. Patent and Trademark Office. Unfortunately, we do not believe that the assignment document is technically adequate in its current form. Mainly, the assignment document is unsigned and does not specifically refer to this abandoned application.

Therefore, enclosed is a revised assignment document for execution. If the document is accurate and correct in its current form, please sign, date, and return the assignment to us for filing in the U.S. Patent and Trademark Office.

Peggy Sinnaeve  
December 8, 2006  
Page -2-

Please let me know if you have any questions.

Most sincerely,

A handwritten signature in black ink, appearing to read "Cort Wetherald", with a stylized flourish above the name.

Cort Wetherald

Enclosure

cc: Robert Blumenthal, Project Manager

### ASSIGNMENT

WHEREAS, Fernand L. DE Vlieghe, and Carine DE VOS, trustees of the bankruptcy of VDM LASER OPTICS, having offices at Pacificatielaan 33, 9000 Gent, Belgium (hereinafter "ASSIGNOR"), represents and warrants that it is the sole owner of the entire right, title, and interest to certain new and useful improvements for which the following United States applications for Letters Patents in the United States has been filed (hereinafter "the Patent Applications"):

<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
10/618464	July 11, 2003	LENS WITH OPTIMIZED HEAT TRANSFER PROPERTIES

WHEREAS, Lambda Research Optics Europe US, a corporation having offices at Tulpenstraat 9810 Nazareth-Eke, Belgium (hereinafter "ASSIGNEE") desires to purchase the entire right, title, and interest in and to the inventions disclosed in the Patent Applications;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said Patent Applications and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patent Applications in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements and all Letters Patents resulting from the Patent Applications to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said Patents before or after issuance;

ASSIGNOR hereby covenants and agrees that it will testify in any legal proceeding involving any of the Patent Applications, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything



Application No.: 10/618,464  
Filing Date: December 6, 2006

**PATENT**  
Client Code: LAMBDA1.001AUS  
Page 2

possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patent Applications in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Fernand L. DE VliegHER

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Carine DE VOS

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Knobbe Martens, Jilson & Bear LLP**

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John M. Carson  
619-687-8632  
jcarson@kmob.com

April 6, 2007

**VIA EMAIL & INTERNATIONAL AIRMAIL**

Fernand L. DE VliegHER  
Carine DE VOS  
Pacifcaticelaan 33  
9000 Gent, Belgium

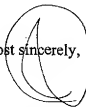
Re: U.S. Patent Application  
Title: LENS WITH OPTIMIZED HEAT TRANSFER PROPERTIES  
Application No.: 10/618,464  
Filing Date: July 11, 2003  
Our Reference: LAMBDA1.001AUS

Dear Fernand and Carine:

In order to have a completed chain of title of the U.S. patent application 10/618,464 from VDM LASER OPTICS to Lambda Research Optics Europe, the attached assignment document should be signed and recorded at the USPTO. I would greatly appreciate your effort in signing and returning the document to me. I believe this will complete the requirements from the U.S. patent and trademark office for transferring rights to the patent.

Please let me know if you have any questions.

Most sincerely,



John M. Carson

cc: Robert Blumenthal, Project Manager

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## Attachment 12

**Tiffany.Miller**

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**From:** Lani Wimbush  
**Sent:** Thursday, October 20, 2005 10:47 AM  
**To:** 2jmc; 2tom; 2cxw  
**Subject:** DECLE60.001AUS

Robert Blumenthal called this morning re the above-noted matter. He is with Lambda Research Optics in OC and apparently his company or his client purchased applications and now they want to assign them. He wanted to speak to the attorney so I'm forwarding to all of you since I'm not sure who will call him back!

His number is (714) 327-0600 and he is in the office this morning only. If you call after 12 p.m. please ask for Mark Youn.

Thank you and please confirm someone is calling him back.

Lani Wimbush  
Supervisor, U.S. & International Docketing  
**Knobbe Martens Olson & Bear LLP**  
2040 Main Street, 14th Floor  
Irvine, CA 92614-3641  
949-721-5255  
949-760-9502 Fax  
Email: [lwimbush@kmob.com](mailto:lwimbush@kmob.com)  
Website: [www.kmob.com](http://www.kmob.com)

↑  
president

DECLARATION

1. The following declaration is to assert firsthand testimony of the diligence of the Petitioner's attorney to file a timely Petition to Revive Abandoned U.S. Patent Application No. 10/618464, filed July 11, 2003, under 37 CFR 1.137(b).
2. I, John M. Carson, during the entire period beginning October 20, 2005, until March 21, 2006, diligently pursued filing a petition to revive abandoned U.S. Patent Application No. 10/618464, filed July 11, 2003, under 37 CFR 1.137(b).
3. During the entire period beginning October 20, 2005, and ending March 21, 2006, there were 4,223 docketed matters and numerous other undocketed matters that required my attention.
4. During the entire period beginning October 20, 2005, and ending March 21, 2006, and during the normal course of maintaining my docket, I diligently researched the facts related to, prepared, and filed the Petition to Revive Abandoned U.S. Patent Application No. 10/618464, filed July 11, 2003, under 37 CFR 1.137(b).

Penalty of Perjury Statement

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 10001 of Title 18 of the United States Code and that such willful, false statements may jeopardize the validity of the application or document or any patent resulting therefrom.

Dated: 5/21/07

By: \_\_\_\_\_

John M. Carson  
USPTO Reg. No. 34,303